

California High-Speed Train Project



Draft Task Order

Date:	December 6, 2012
Local Agency:	Fresno Metropolitan Flood Control District
Agreement No:	
Task Order No:	2
Project Title:	California High-Speed Rail Project
Description:	CHSRP Interaction Removal or Relocation Plan

Table of Contents

GENERAL	1
STORM DRAIN WORK TO BE DONE	1
1 Master Agreement	1
2 Scope of Storm Drain Work.....	1
2.1 LOCATION AND GENERAL DESCRIPTION OF THE STORM DRAIN WORK COVERED BY THIS TASK ORDER (INCLUDING DISPOSITION OF EXISTING STORM DRAINAGE FACILITIES):	1
2.2 STORM DRAIN WORK TO BE PERFORMED BY PARTIES PURSUANT TO THIS TASK ORDER:.....	1
2.2.1 Subtask 2.01.....	2
2.2.2 Subtask 2.02.....	2
2.2.3 Subtask 2.03.....	2
2.2.4 Subtask 2.04.....	2
2.2.5 Subtask 2.05.....	3
2.2.6 Subtask 2.06.....	3
2.2.7 Subtask 2.07.....	4
2.2.8 Subtask 2.08.....	4
2.2.9 Subtask 2.09.....	4
2.2.10 Subtask 2.10.....	4
3 Project Schedule	5
3.1 SCHEDULE FOR STORM DRAIN WORK (THIS TASK ORDER ONLY).....	5
4 Performance of Work	5
4.1 DESIGN	5
4.2 CONSTRUCTION	5
5 Liability For Work.....	6
5.1 COST ALLOCATION	6
6 Cost Estimate	6
6.1 FOR WORK BY DISTRICT	6
6.2 FOR WORK BY AUTHORITY'S CONTRACTOR	6
7 Betterment, Accrued Depreciation, Salvage	6
8 Billing and Payment.....	6
9 Contacts.....	7

District



Task Order No. 2

GENERAL

This Task Order supplements and amends the Construction Contract and Master Agreement. The purpose of this Task Order is to authorize Storm Drain Work for the District. Each Facility that requires relocation will be handled under a separate subtask of this Task Order.

STORM DRAIN WORK TO BE DONE

1 Master Agreement

This Task Order is issued in order to authorize Storm Drain Work described herein. This Task Order does not express all of the terms and conditions relevant to Storm Drain Work; accordingly, the Master Agreement and all of the provisions thereof are incorporated into this Task Order by this reference. Capitalized terms used but not identified in this Task Order shall have the definitions set forth in the Master Agreement. All attachments referenced in this Task Order are incorporated herein by such reference. All Storm Drain Work shall be performed in accordance with the requirements of the Master Agreement and, in the event of any inconsistency between the provisions of this Task Order and the Master Agreement, the provisions of the Master Agreement shall prevail.

2 Scope of Storm Drain Work

Storm Drain Work as defined in the definitions section of the Master Agreement is incorporated by reference. Each separate Facility that requires Relocation will be treated as a subtask to this Task Order.

2.1 Location and General Description of the Storm Drain Work Covered by this Task Order (Including Disposition of Existing Storm Drainage Facilities):

The Authority's Contractor will furnish all labor, material, equipment and supervision required to complete the relocation of Storm Drainage Facilities and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the Authority's office at 770 L St, Suite 800, Sacramento, CA 95814.

2.2 Storm Drain Work to be Performed by Parties Pursuant to this Task Order:

The Authority's Contractor performs all design and construction services for Storm Drain Work. The District will review and approve Storm Drain Plans and be entitled to have a



reasonable number of representatives on site of HST Project to verify that Storm Drain Work is being properly performed by the Authority's Contractor and approve that Storm Drain Work.

2.2.1 Subtask 2.01

Scope: Design, secure proper permits, traffic control, dewatering, and relocate STORM DRAINAGE FACILITIES near Railroad Ave and Florence Ave. Protect in place STORM DRAINAGE FACILITIES near California Ave and Railroad Ave. Coordinate Design and Relocation with future STORM DRAINAGE FACILITIES. STORM DRAIN WORK is shown on Drawing UT-C4060, UT-C4061, and UT-C4062 and will be completed in accordance with FMFCD standards. DISTRICT has clarified that Facility No. 11, 36-inch – 42-inch shown on Drawing UT-C4060 is an existing pipe, Facility No. 1, 36-inch – 42-inch shown on Drawing UT-C4061 are existing pipes and Facility No. 2 & 23, 36-inch shown on Drawing UT-C4062 are existing pipes.

Estimated Period of Performance: 6 Months

Estimated value of this WORK: \$1,108,836

2.2.2 Subtask 2.02

Scope: Design, secure proper permits, traffic control, dewatering remove and relocate STORM DRAINAGE FACILITIES near Railroad Ave near Church Ave and East Ave. Coordinate Design and Relocation with future STORM DRAINAGE FACILITIES. STORM DRAIN WORK is shown on Drawing UT-C4063, UT-C4064, UT-C4065, UT-C4081, and UT-C4083 and will be completed in accordance with FMFCD standards. DISTRICT has clarified that Facility No. 3, 24-inch – 30-inch shown on Drawing UT-C4063 are existing pipes.

Estimated Period of Performance: 8 Months

Estimated value of this WORK: \$2,432,700

2.2.3 Subtask 2.03

Scope: Design, secure permits, traffic control and coordinate relocation with future STORM DRAINAGE FACILITIES near Jensen Ave and Railroad Ave. STORM DRAIN WORK is shown on Drawing UT-C4066 and includes designing and constructing Facility No. 8, 24-inch to provide storm drainage service to Railroad Ave.

Estimated Period of Performance: 4 Months

Estimated value of this WORK: \$305,500

2.2.4 Subtask 2.04

Scope: Design, secure proper permits, traffic control, dewatering, and relocate STORM DRAINAGE FACILITIES near Cedar Ave and Golden State Blvd. Coordinate design and relocation with future STORM DRAINAGE FACILITIES. STORM DRAIN WORK is shown on Drawing CV-G1023, UT-C4068, and UT-C4069 and will be completed in accordance with



FMFCD standards. DISTRICT has clarified that Facility No. 6 & 7 are irrigation FACILITIES and not STORM DRAINAGE FACILITIES. DISTRICT has also indicated connection of a new man hole at approximately Sta. No. S11152+75 will need to be located outside of the proposed HSR track centerline. District also indicated that the STORM DRAINAGE FACILITIES near Sta. S11166+00 will need to be constructed to accommodate drainage since there are no drainage service near proposed connection.

Estimated Period of Performance: 6 Months

Estimated value of this WORK: \$254,400

2.2.5 Subtask 2.05

Scope: Design, secure permits, traffic control, and coordinate relocation with future STORM DRAINAGE FACILITIES near North Ave and Cedar Ave. STORM DRAIN WORK is shown on Drawing UT-C4070 and UT-C4071. DISTRICT has clarified that Facility No. 9, 48-inch shown on Drawing UT-C4070; pipe alignment is incorrect on plan. DISTRICT Master Plan has the pipe at the west side of the current Cedar Ave alignment. The 48-inch pipe in the Cedar Ave alignment should be constructed under the viaduct structure at this time to allow the STORM DRAINAGE FACILITIES to function properly.

Period of Performance: 1 Month

Estimated value of this WORK: \$10,000

2.2.6 Subtask 2.06

Scope: Design, secure permits, traffic control and coordinate relocation with future STORM DRAINAGE FACILITIES near North Ave and Cedar Ave. STORM DRAIN WORK is shown on Drawing CV-G1025, UT-C4073, UT-C4074, UT-C4075, UT-C4085, UT-C4086, UT-C4087 and UT-C4088. DISTRICT has clarified that Facility No. 2, 48-inch, will need to be constructed across the HSR right of way to minimize future disruptions of pipe construction under operating HSR systems. This pipe is Master Plan designed as a 54-inch not 48-inch. DISTRICT has also indicated that there is storm flow path near Sta. S11237+00 & Sta. 11263+00, storm flow will need to be maintained from the east to the west past HSR right of way. DISTRICT has clarified that Facility No. 2; 48-inch pipe shown on Drawing UT-C4085 should be called as a 54-inch pipe. DISTRICT has indicated that there is a fill area encroachment shown into the FMFCD Basin CE property. This encroachment will need to be mitigated prior to final design of overpass. DISTRICT has also indicated that sheet UT-C4087 & UT-C4088 are missing the future 48-inch, 24-inch and 18-inch pipe in the American Ave Alignment. District also indicated that the STORM DRAINAGE FACILITIES near Sta. S11236+50 shown on drawing UT-C4073, Sta, S11263+75 shown on drawing CV-G1025 and Sta S11277+00 shown on drawing CV-G1026 will need to be constructed to accommodate drainage since there are no drainage service near proposed connection.



Period of Performance: 1 Month

Estimated value of this WORK: \$30,000

2.2.7 Subtask 2.07

Scope: Design, secure permits, traffic control, and coordinate relocation with future STORM DRAINAGE FACILITIES near North Ave and Cedar Ave. STORM DRAIN WORK is shown on Drawing UT-C4078.

Period of Performance: 1 Month

Estimated value of this WORK: \$20,000

2.2.8 Subtask 2.08

Scope: AUTHORITY'S CONTRACTOR shall reimburse DISTRICT for all costs resulting from plan check review, permits, inspection, and testing (inspection & testing in an oversight Quality Assurance capacity only). AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Period of Performance: Duration of Project

Estimated value of this WORK: \$110,000

2.2.9 Subtask 2.09

Scope: The AUTHORITY'S CONTRACTOR shall (i) execute and comply with and (ii) pay or cause to be paid to DISTRICT drainage fees in accordance with the Fresno Metropolitan Flood Control District Drainage Facility Project Agreement attached to the Master Agreement as Appendix F. Those drainage fees are intended to compensate DISTRICT for the cost of its perpetually accepting the stormwater runoff from the PROJECT into Storm Drainage Facilities

Period of Performance: Duration of Project

Estimated value of this WORK: \$527,885

2.2.10 Subtask 2.10

Scope: The AUTHORITY'S CONTRACTOR shall (i) execute and comply with and (ii) pay or cause to be paid to DISTRICT NCF fees in accordance with the DISTRICT'S NON CONFORMING FACILITIES Policy.

Period of Performance: Duration of Project

Estimated value of this WORK: \$67,000



3 Project Schedule

Deadlines for the completion of Storm Drain Work are provided for in the contract between the Authority and the Authority's Contractor.

3.1 Schedule for Storm Drain Work (This Task Order Only)

The Authority's Contractor shall complete the design work in accordance with the schedule specified in this Task Order. The Authority's Contractor shall commence construction work only after acceptance of the final design for such work in accordance with Appendix B – Design Build Procedures of the Master Agreement. The Authority's Contractor must comply with or receive a written variance for applicable city and county laws, regulations, and ordinances including permitting, inspection processes, work hours regulations, traffic management plan, dust control and noise regulations.

Design:		Construction:	
Start Date:	June 2013	Start Date:	December 2013
Completion Date:	December 2013	Completion Date:	February 2017

4 Performance of Work

4.1 Design

The design furnished by the Authority's Contractor pursuant to this Task Order shall be substantially in accordance with the Proposed Preliminary Design (see Appendix B – Design Build Procedures of the Master Agreement) and shall be consistent with 30% design submittal of the HST Project plans. All Storm Drain Plans are subject to review by the Authority, the District, and the Authority's Contractor, in accordance with the time frames and procedures set forth in Appendix B – Design Build Procedures of the Master Agreement.

By District: The District will review Storm Drain Plans and be entitled to have a reasonable number of representatives on site of HST Project to verify Storm Drain Work is being properly performed by the Authority's Contractor.

By Authority's Contractor: The Authority's Contractor performs all design and construction services for Storm Drain Work.

4.2 Construction

The Authority's Contractor will perform all the construction services for the Storm Drain Work. The construction of Storm Drain Work shall be performed substantially in accordance with the final Storm Drain Plans. Deviations from the final Storm Drain Plans may occur only in conformity with the Master Agreement.



5 Liability For Work

In accordance with section 3, "Liability for Work," of the Master Agreement, the District and the Authority shall each be responsible for the cost of Storm Drain Work as specified herein.

The total estimated cost for Storm Drain Work is: \$4,866,321

5.1 Cost Allocation

The Authority pays 100 % and District pays 0 % of cost of Storm Drain Work, upon determined by Prior Rights

6 Cost Estimate

The amounts stated herein are estimates of the costs associated with Storm Drain Work. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

6.1 For Work by District

The District's costs for Storm Drain Work shall be developed pursuant to section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in section 4, "Performance of Work" and Appendix B – Design Build Procedures of this Master Agreement.

6.2 For Work by Authority's Contractor

The Authority has prepared an initial cost estimate in the amount of \$4,866,321 for Storm Drain Work included in this Task Order.

The Authority's Contractor shall prepare an independent cost estimate for Storm Drain Work which shall be submitted for the Authority's approval. Such estimate will reflect appropriate estimated charges for Betterment and salvage value, if any. Upon approval, the parties shall revise this Task Order to incorporate the approved estimate.

7 Betterment, Accrued Depreciation, Salvage

The District shall credit the Authority for the actual cost of any Betterment, salvage value, and accrued depreciation on the Storm Drain Facilities as required pursuant to the Master Agreement, and pay the the Authority's Contractor for the actual cost of any Betterment constructed by the Authority's Contractor.

Storm Drain Work in this Task Order does not include any Betterment.

8 Billing and Payment

Billing and payment shall be in accordance with section 5, "Payment for Work," of the Master Agreement.



9 **Contacts**

The contacts for this Task Order will be as follows:

District: _____

Authority: _____

Authority's Contractor: _____

